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CLERK U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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Andrew J. Ogilvie (SBN 57932)  
Kemnitzer, Anderson, Barron, Ogilvie & Brewer LLP  
445 Bush Street, 6<sup>th</sup> Floor  
San Francisco, CA 94108  
Ph: (415) 861-2265  
Fax: (415) 861-3151  
[ajogil@kaboblaw.com](mailto:ajogil@kaboblaw.com)

Christopher Green  
Attorney at Law  
225 106<sup>th</sup> Ave NE  
Bellevue WA 98101  
(206) 686-4558  
Fax: (206) 686-2558  
[Chris@MyFairCredit.com](mailto:Chris@MyFairCredit.com)

Attorneys for Plaintiff Robert Saindon

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
AT SAN FRANCISCO

CV

08

1744

CAUSE NO:

Complaint

BZ

**Robert Saindon,**

Plaintiff,

v.

**Equifax Information Services LLC, Roger  
Schulke dba S R Financial Services, and  
Stephen Lawrence dba S R Financial  
Services,**

Defendants.

(Fair Credit Reporting Act  
15 USC § 1681 *et seq.*, Fair Debt  
Collection Practices Act, 15 USC §  
1692 *et seq.*, and related state law  
claims.)

Demand for Jury Trial

**Jurisdiction**

1. This Court has jurisdiction pursuant to the FCRA, 15 U.S.C. Section 1681(p), and the doctrine of pendent jurisdiction. Venue lies in the Northern District of California as several defendants are located within this district.

**Preliminary Statement**

2. Plaintiff brings this action for damages based upon defendants' violations of the Fair Credit Reporting Act, 15 U.S.C sections 1681 *et seq.* ("FCRA) and for pendent state claims brought as supplemental claims.

3. Plaintiff lives in Montana and is a "consumer" as defined by section 1681a(c) of the FCRA.

4. Equifax Information Services LLC, ("Equifax"), is a foreign limited liability company licensed to do business in the states of Montana and California.

5. Equifax is a consumer reporting agency, as defined in section 1681(f) of the FCRA, regularly engaged in the business of assembling, evaluating, and dispersing information concerning consumers for the purpose of furnishing consumer reports, as defined in section 1681a(d) of the FCRA, to third parties.

6. Roger Schulke and Stephen Lawrence, both doing business as S R Financial Services ("SR Financial") are each doing business in California and have an address and office in San Francisco, California.

7. Roger Schulke and Stephen Lawrence are each furnishers of information as contemplated by FCRA section 1681s-2(a) & (b), who regularly and in the ordinary course of business furnish information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

**Factual Allegations**

8. Plaintiff's creditworthiness and privacy have been repeatedly compromised by the acts, and omissions of the defendants.

1           9. Upon information and belief, on some day before 1998, in some manner unknown to  
2 plaintiff, an account was opened with Chevy Chase Bank. Plaintiff doesn't know if it was  
3 opened using his identity, merely an identical name, or in some other name and transferred into  
4 the name of plaintiff. Plaintiff did not open the account.

5           10. Chevy Chase Bank affirms the plaintiff is not liable for the debt and it should be  
6 deleted from his credit report.  
7

8           11. Roger Schulke and Stephen Lawrence bought the debt and purported to operate a  
9 collection agency named SR Financial Services.  
10

11           12. Upon information and belief, neither Roger Schulke nor Stephen Lawrence notified  
12 plaintiff it was attempting to collect the debt in his name and further did not inform him it was  
13 reporting this alleged debt on his credit report.

14           13. In or about the spring of 2005, plaintiff applied for a credit card and was declined  
15 based on an Equifax credit report listing a collection account by Roger Schulke and Stephen  
16 Lawrence.  
17

18           14. Plaintiff disputed the listing on his credit report with "SR Financial."

19           15. On or about May 10, 2005, Equifax sent plaintiff a letter stating it could not find his  
20 credit report.  
21

22           16. On or about June 1, 2005, plaintiff again attempted to dispute the account using a  
23 phone number provided by Equifax for credit report disputes.

24           17. Roger Schulke and Stephen Lawrence continued to seek collection of the alleged  
25 debt by reporting it on plaintiff's credit report.  
26  
27  
28  
29

1           18. In or about January, 2006 plaintiff again received a notice of adverse action related  
2 to an Equifax credit report after applying for credit; this discovery began a long frustrating  
3 ordeal for the plaintiff.

4           19. In or about March, 2006 plaintiff sent Equifax a letter regarding the derogatory  
5 information contained in his Equifax credit report.

6           20. Upon information and belief Equifax failed to complete any investigation of the  
7 false, defamatory information it was reporting on plaintiff's credit report.

8           21. In or about May, 2006, plaintiff once again disputed to Equifax the false information  
9 it was reporting on his credit report.

10           22. In or about June, 2006, Equifax responded to plaintiff that it had no credit file on  
11 him, failing to complete any investigation and continued to report false, defamatory information  
12 on his credit report.

13           23. In or about July, 2006, plaintiff was denied another loan.

14           24. Upon information and belief, Roger Schulke and Stephen Lawrence's collection  
15 operation consists primarily of a small, approximately 10 foot by 20 foot office on the second  
16 floor of a commercial building in San Francisco.

17           25. Upon information and belief the office has a single phone line and there is no staff  
18 present in the office.

19           26. Upon information and belief, Roger Schulke and Stephen Lawrence come by the  
20 office primarily to pick up mail.

21           27. Upon information and belief, the portfolio of debt they bought was almost worthless  
22 as it was of doubtful legitimacy and further was beyond the statute of limitations if any of the  
23 debt was legitimate.

1           28. Upon information and belief, the only way most consumer will pay a debt as  
2 doubtful as those in the portfolio Chevy Chase debt Roger Schulke and Stephen Lawrence  
3 bought is to illegally list the account on the consumer reports of consumers and reverify the  
4 debt to credit reporting agencies. This scheme also allows them to find the current address  
5 (provided by Equifax during the consumer dispute verification process) of their victims in order  
6 to send dunning letters.  
7

8           29. Upon information and belief, Equifax did little or no investigation of fraudulent  
9 furnishers of credit like Roger Schulke and Stephen Lawrence.  
10

11           30. Upon information and belief, Equifax does not investigate and/or has no warning or  
12 system to learn when a high percentage of the debts it reports for a particular collection agency  
13 or furnisher are disputed.

14           31. Further, Equifax did no independent investigation of plaintiff's claims of fraud and  
15 false reporting by Roger Schulke and Stephen Lawrence.  
16

17           32. Further upon information and belief, Equifax's investigation procedures and  
18 maintenance of data was so flawed it could not detect the false reportings by Roger Schulke and  
19 Stephen Lawrence both as an individual matter as to plaintiff and upon information and belief as  
20 to other consumers whose information was falsely reported by the defendants.  
21

22           33. In or about August, 2006 plaintiff wrote the Montana Department of Justice which  
23 resulted in a dispute forwarded to the California Department of Justice which was forwarded to  
24 SR Financial and a separate dispute to Equifax. SR Financial and Equifax refused to remove the  
25 false entry from plaintiff's credit report.  
26

27       / / /  
28  
29



1           34. In or about September, 2006, plaintiff requested a copy of his Equifax credit report  
2 and found it was still listing the false derogatory Chevy Chase account furnished by SR  
3 Financial.

4           35. In or about October, 2006, Equifax investigated plaintiff's dispute, contacted SR  
5 Financial and then reverified the false defamatory reported by Roger Schulke and Stephen  
6 Lawrence.  
7

8           36. Roger Schulke and Stephen Lawrence failed to investigate and order the deletion of  
9 the debt and continued to collect the account by continuing to report a false, derogatory account  
10 to Equifax and associated the account with plaintiff.  
11

12           37. In or about October 4, 2006, plaintiff wrote another letter to SR Financial disputing  
13 the debt.

14           38. On or about October 11, 2006, plaintiff wrote Equifax again demanding an  
15 investigation.  
16

17           39. In or about October, 2006, Equifax responded that it had deleted the credit report  
18 entry by SR Financial.

19           40. In or about November, 2006, SR Financial reaffirmed the alleged debt.

20           41. In or about November, 2006, Equifax reinserted the SR Financial account into  
21 plaintiff's credit report.  
22

23           42. Upon information and belief, some date before 1998 is the "Date of First  
24 Delinquency/FCRA Compliance Date" and determines the beginning of the running of the  
25 obsolescence period under the FCRA at section 1681c.  
26

27           43. Upon information and belief, Roger Schulke and Stephen Lawrence regularly  
28 reports to Equifax in a format known as METRO and/or METRO 2.  
29

1 44. METRO 2 format reporting was created by the credit industry to comply with 1996  
2 amendments to the FCRA.

3 45. The definitive guide to reporting in METRO 2 format is the Credit Reporting  
4 Resources Guide published by the Associated Credit Data Industry Association.

5 46. In or about November, 2006 Roger Schulke and Stephen Lawrence aka SR Financial  
6 reported Field 25 known as the "FCRA Compliance/Date of First Delinquency".  
7

8 47. At all relevant times, Roger Schulke and Stephen Lawrence aka SR Financial  
9 intentionally reported erroneous dates for the "FCRA Compliance/Date of First Delinquency" in  
10 order to falsely allow the account to report long after its true date of first delinquency. The  
11 purpose of this deception was to make the false information continue to appear on plaintiff's  
12 consumer report(s).  
13

14 48. Section 1681c of the FCRA bars a consumer reporting agency from reporting on a  
15 consumer's report all accounts placed for collection or charged to profit and loss that  
16 antedate the report by more than seven years or any adverse item of information which  
17 antedates the report by more than seven years.  
18

19 49. Plaintiff made exhaustive attempts to resolve the false reporting by contesting the  
20 entry directly in writing and by phone with Chevy Chase Bank, state law enforcement offices in  
21 Montana and California, Equifax, SR Financial and other entities over the past two years.  
22

23 50. Equifax's actions in reporting SR Financial's false information was negligent and,  
24 doing so after notice by plaintiff was reckless and/or willful.

25 51. Although Equifax claims to operate a sophisticated, searchable database, it failed to  
26 conduct the most basic background check of Roger Schuke and Stephen Lawrence to see  
27 whether they had, for instance, been sued, defaulted in suits or had Federal Trade Commission  
28  
29

1 enforcement actions against them. Roger Schulke had at least two defaults in United States  
2 District Courts and Stephen Lawrence had been the target of a Federal Trade Commission  
3 enforcement action. Exhibit 1.

4 52. Upon information and belief, Stephen Lawrence is infamous in the Bay Area  
5 collection community and a modest check would have revealed this to Equifax.

6 53. Equifax turned the power of its database, credit reporting system and reports to third  
7 parties to Roger Schulke and Stephen Lawrence to use to abuse, defame and humiliate  
8 consumers nationwide. As a final insult, Equifax provided Roger Schulke and Stephen  
9 Lawrence with confidential information of consumers that they can use to further their illegal  
10 collection scheme including the harvesting of addresses to send dunning letters after Equifax  
11 verifies and reinserts the false information on consumer reports of consumers such as plaintiff.

12 54. Upon information and belief, Equifax failed to conduct any reasonable investigation,  
13 merely parroting Roger Schulke and Stephen Lawrence.

14 55. Upon information and belief, other consumers contested information reported by SR  
15 Financial, and Equifax failed its duty of care to plaintiff as it had reason to know the source of  
16 the information and the results of investigation provided it by SR Financial were unreliable,  
17 deceptive and incorrect.

18 56. Further, Equifax was being sued in at least two other Federal suits during the time  
19 Equifax continued to report the false data of SR Financial.

20 57. Further, Roger Schulke was being sued in at least two other Federal suits during the  
21 time Equifax continued to report the false data of SR Financial.

22 58. Equifax, by its willful and negligent acts and omissions, allowed defrauders access  
23 to its database.



1           59. As a result of the false derogatory information reported by Equifax, plaintiff  
2 sustained actual damages and injury including emotional distress, damage to his credit, and  
3 abstention from applying for credit and adverse action on application(s) for credit.

4                                   **Statement of Claims Against Equifax**

5           60. In the entire course of its action, Equifax willfully and/or negligently violated the  
6 provisions of the FCRA in the following respects:  
7

8                   a) By willfully and/or negligently failing, in the preparation of the consumer  
9 reports concerning plaintiff, to follow reasonable procedures to assure maximum  
10 possible accuracy of the information in the reports;  
11

12                   b) By willfully and/or negligently failing to comport with FCRA section 1681i;

13                   c) Defaming plaintiff by publishing to third parties false information regarding  
14 his creditworthiness;

15                   d) Invading the privacy of plaintiff;

16                   e) Failing in its duty to prevent foreseeable injury to plaintiff.  
17

18                                   **Statement Of Claims Against Roger Schulke**

19           61. Roger Schulke has:

20                   a) willfully and/or negligently violated the provisions of the FCRA by willfully  
21 and/or negligently failing to comport with FCRA section 1681s-2(b);  
22

23                   b) defamed Plaintiff by publishing to third parties false information regarding his  
24 creditworthiness;

25                   c) invaded the privacy of Plaintiff;

26                   d) violated 15 USC sections 1692d, 1692e, 1692f and 1692g;  
27  
28  
29

1 e) committed unfair and deceptive acts against Plaintiff in the course of his  
2 business;

3 i) failed its duty to prevent foreseeable injury to Plaintiff.

4 **Statement Of Claims Against Stephen Lawrence**

5 62. Stephen Lawrence has:

6 a) willfully and/or negligently violated the provisions of the FCRA by willfully  
7 and/or negligently failing to comport with FCRA section 1681s-2(b);

8 b) defamed Plaintiff by publishing to third parties false information regarding his  
9 creditworthiness;

10 c) invaded the privacy of Plaintiff;

11 d) violated 15 USC sections 1692d, 1692e, 1692f and 1692g;

12 e) committed unfair and deceptive acts against Plaintiff in the course of his  
13 business;

14 f) failed its duty to prevent foreseeable injury to Plaintiff.

15 **Prayer For Relief**

16 THEREFORE, plaintiff prays that the Court grant the following relief as against  
17 defendants:

18 (i) actual damages;

19 (ii) statutory damages;

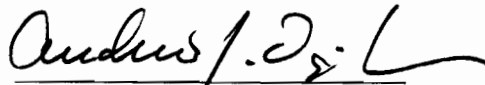
20 (iii) punitive damages;

21 (iv) attorney's fees; and

22 (v) costs.

23 Respectfully submitted,

1  
2 DATED this 31 day of March 2008.  
3  
4

5   
6


7 Andrew Ogilvie  
8 Of Attorneys for Plaintiff

9  
10 **RENEWED DEMAND FOR JURY TRIAL**

11 Plaintiff demands a trial by jury on all issues.

12 Dated: March 31 2008

13 KEMNITZER, ANDERSON, BARRON,  
14 OGILVIE & BREWER LLP

15 By   
16

17 Andrew J. Ogilvie (SBN 57932)  
18 Kemnitzer, Anderson, Barron, Ogilvie & Brewer LLP  
19 445 Bush Street, 6<sup>th</sup> Floor  
20 San Francisco, CA 94108  
21 Ph: (415) 861-2265  
22 Fax: (415) 861-3151  
23 [ajogil@kaboblaw.com](mailto:ajogil@kaboblaw.com)

24 Christopher Green  
25 Attorney at Law  
26 225 106<sup>th</sup> Ave NE  
27 Bellevue WA 98101  
28 (206) 686-4558  
29 Fax: (206) 686-2558  
[Chris@MyFairCredit.com](mailto:Chris@MyFairCredit.com)

Attorneys for Plaintiff Robert Saindon

FTC: T.C.A., Inc.

Page 1 of 1

FOR RELEASE: MAY 7, 1997

### CALIFORNIA DEBT COLLECTORS TO PAY \$25,000 CIVIL PENALTY TO SETTLE ABUSIVE PRACTICES CHARGES

The principal officials of a San Francisco Bay area collection agency, T.C.A., Inc., have paid \$25,000 in civil penalties to settle charges that they violated the Fair Debt Collection Practices Act (FDCPA) when they or their collectors used abusive and deceptive practices in attempting to collect debts from consumers. The civil penalty settlement follows a court order permanently enjoining Stephen Lawrence and Effie Pappas, as well as T.C.A., from engaging in further violations of the FDCPA.

Today's settlement stems from Federal Trade Commission charges filed by the Justice Department in federal district court in San Francisco in May 1995. According to the complaint, the defendants' business practices included using obscene language, letting consumers' phones ring repeatedly or calling at all hours, misrepresenting that failing to pay debts would result in arrest or imprisonment, falsely representing that they were attorneys or threatening to take legal action that they did not intend to take, calling consumers at work when they knew the consumers' employers prohibited such calls, and continuing to contact consumers after the consumers exercised their legal right to request in writing that communications cease. These practices are all prohibited by the FDCPA.

Settlements with two other defendants connected to this case were filed in court at the same time as the T.C.A. complaint -- each included a cease and desist order against further FDCPA violations. Those settlements were with T.C.A.'s former senior vice president David Siebert and company attorney James R. Brown. The Brown settlement also required him to pay a \$2,000 civil penalty.

In January 1997, the district court issued a partial summary judgment holding T.C.A., Lawrence and Pappas liable for the alleged FDCPA violations and permanently barring them from further violations. At that time, the court left open the issue of the personal liability of Lawrence and Pappas for civil penalties. The amount of civil penalties for T.C.A. is still at issue.

The settlement with Lawrence and Pappas actually imposes a \$100,000 civil penalty judgment, but the language of the settlement allowed \$75,000 to be suspended so long as they paid the remaining \$25,000 by April 30, which they did. The settlement was filed in U.S. District Court for the Northern District of California, by the Department of Justice at the FTC's request, and entered on April 17. The Federal Trade Commission vote to authorize filing was 5-0. This case was handled by the FTC's San Francisco Regional Office.

**NOTE:** This consent judgment was for settlement purposes only and does not constitute an admission by the defendant of a law violation. Consent judgments have the force of law when signed by the judge.

# EXHIBIT 1

JS-44 - No. CALIF. (Rev. 4/97)

## CIVIL COVER SHEET

BZ

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The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO)

## I. (a) PLAINTIFFS

Robert Salndon

Roosevelt County Montana

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF  
(EXCEPT IN U.S. PLAINTIFF CASES)

## DEFENDANTS

Equifax Information Services LLC, Roger Schulke dba  
S R Financial Services, Stephen Lawrence dba S R Financial  
ServicesCOUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
TRACT OF LAND INVOLVED.

## (c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Andrew Ogilvie, Kemnitzer, Anderson, Barron, Ogilvie and Brewer  
445 Bush Street Sixth Floor San Francisco CA 94108  
415 861-2265; 415 861 3151

## ATTORNEYS (IF KNOWN)

## II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

(For diversity cases only)

	PTF	DEF		PTF	DEF
Citizen of This State	1	1	Incorporated or Principal Place of Business In This State	4	4
Citizen of Another State	2	2	Incorporated and Principal Place of Business In Another State	5	5
Citizen or Subject of a Foreign Country	3	3	Foreign Nation	6	6

## IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders Suits 190 Other Contract 195 Contract Product Liability	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault Libel & Slander 330 Federal Employers Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury	PERSONAL INJURY 362 Personal Injury Med Malpractice 365 Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability  PERSONAL PROPERTY 370 Other Fraud 371 Truth In Lending 380 Other Personal Property Damage 385 Property Damage Product Liability	610 Agriculture 620 Other Food & Drug 625 Drug Related Seizure of Property 21 USC 881 630 Liquor Laws 640 RR & Truck 650 Airline Regs 660 Occupational Safety/Health 690 Other  LABOR  710 Fair Labor Standards Act 720 Labor/Mgmt Relations 730 Labor/Mgmt Reporting & Disclosure Act 740 Railway Labor Act 790 Other Labor Litigation 791 Empl Ret Inc. Security Act	422 Appeal 28 USC 158 423 Withdrawal 28 USC 157  PROPERTY RIGHTS 820 Copyrights 830 Patent 840 Trademark  SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DMWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g))  FEDERAL TAX SUITS 870 Taxes (US Plaintiff or Defendant) 871 IRS - Third Party 26 USC 7609	400 State Reapportionment 410 Antitrust 430 Banks and Banking 460 Commerce/ICC Rates/etc. 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 810 Selective Service 850 Securities/Commodities/Exchange 875 Customer Challenge 12 USC 3410 891 Agricultural Acts 892 Economic Stabilization Act 893 Environmental Matters 894 Energy Allocation Act 895 Freedom of Information Act 900 Appeal of Fee Determination Under Equal Access to Justice 950 Constitutionality of State Statutes 990 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	441 Voting 442 Employment 443 Housing 444 Welfare 440 Other Civil Rights	510 Motion to Vacate Sentence Habeas Corpus: 530 General 535 Death Penalty 540 Mandamus & Other 550 Civil Rights 555 Prison Condition			

VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY) 15 USC sections 1681 - Abuse of Consumer by Furnisher of Information

## VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐ DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ YES ☐ NO

## VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AN "X" IN ONE BOX ONLY) ☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE

DATE

SIGNATURE OF ATTORNEY OF RECORD

3/31/08

Andrew J. Ogilvie